

HOUSE No. 3432

By Mr. Timilty of Milton, petition of Walter F. Timilty for legislation to authorize the Division of Capital Asset Management and Maintenance to lease the Max Ulin Skating Rink located in the town of Milton. Bonding, Capital Expenditures and State Assets.

The Commonwealth of Massachusetts

In the Year Two Thousand and Five.

AN ACT PROVIDING FOR THE LEASE OF COMMONWEALTH PROPERTY.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 Notwithstanding the provisions of any general or special law to
2 the contrary, the division of capital asset management and mainte-
3 nance on behalf of the division of conservation and recreation,
4 (hereinafter referred to as “Lessor”) is hereby authorized, pursuant
5 to section 366 of chapter 159 of the Acts of 2000, as amended by
6 section 30 of chapter 88 of the Acts of 2001 (the “Enabling Legis-
7 lation”) and subject to the provisions of sections 40E to 40I, inclu-
8 sive, of Chapter 7 of the General Laws, shall utilize the
9 competitive proposal process as defined by Massachusetts General
10 Laws Chapter 30B section 6 as amended thereto to lease and enter
11 into agreements not to exceed ten (10) years (hereinafter referred
12 to as “Lease”) with a municipal or private entity (hereinafter
13 referred to as “Lessee”) for the Max Ulin Skating Rink, Milton,
14 (hereinafter referred to as the “Premises”) so as to provide for the
15 continued use, operation, maintenance, repair and/or improvement
16 of the Premises, together with the land and appurtenances thereon
17 or associated therewith. Such lease and other agreements relating
18 to the Premises shall be on such terms which are acceptable to the
19 commissioner of the division of capital asset management and
20 maintenance and the commissioner of the department of conserva-
21 tion and recreation with their acknowledgment thereon and shall
22 include, but are not limited to the terms and conditions enumer-
23 ated herein. The Lease shall provide for the Lessee to manage,

24 operate, improve, repair, and maintain the Premises. Any such
25 Lease requiring improvements to be made shall include a descrip-
26 tion thereof, with a copy to Lessor and Lessee shall bear the cost
27 of all capital improvements to the Premises during the term of the
28 Lease. Lessee shall bear all appropriate costs necessary for this
29 transaction, including but without limitation to survey, title,
30 preparation of plans and legal costs.

31 The Lease and/or any agreement entered into pursuant to this
32 section shall include, but are not limited to, preferential ice usage
33 times in the following order of priority: general public skating;
34 organized youth groups subject to written agreement; high school;
35 organizations and/or entities which are subject to written agree-
36 ment; and, informal groups. Ice time shall be at the discretion of
37 the Lessee subject to the priorities enumerated herein but in any
38 event consideration shall be given to accommodate the needs of
39 established youth organizations which provide equal opportunity
40 and equal access for youths of each gender.

41 All consideration received from the Leases shall be payable to
42 the General Fund.